

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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| ROPA AMERICAN, LLC, | : | CIVIL ACTION NO.: |
| Plaintiff, | : | |
| | : | |
| Against | : | <u>COMPLAINT</u> |
| | : | |
| MSC MEDITERRANEAN SHIPPING COMPANY,; | : | |
| Defendant | : | |

Plaintiff Ropa American, LLC (hereinafter “Ropa”), by its attorneys Nicoletti Hornig & Sweeney, alleges as its Complaint against Defendant MCS Mediterranean Shipping Company (hereinafter “MSC”) upon information and belief as follows:

1. This is a case of admiralty and maritime jurisdiction under 28 U.S.C. Sect. 1333 and is an admiralty and maritime claim under Federal Rule of Civil Procedure Rule 9(h).
2. Plaintiff Ropa is a limited liability company existing under the laws of a state in the United States owned by Rattan Pal S. Punia.
3. Defendant MSC is a corporation or other legal entity organized and existing under law of some foreign country.
4. This claim arises out of a shipment of 600 bales of used clothing in container TRHU7275708 from Mundra, India to Houston, Texas aboard the M/V NOA under MSC bill of lading MEDUif458539 which provided in Article 10 (Notice of Claim, Time Bar and Jurisdiction) that “for carriage contracted hereunder was to or from the United States of America, in which case

suit shall be filed exclusively in the United States District Court for the Southern District of New York and U.S. law shall exclusively apply.”

5. Although the shipment was expected to arrive in Houston on or about February 12, 2023, it actually only arrived on or about June 11, 2023 as the M/V NOA had been diverted to Freeport, Grand Bahamas where the cargo was eventually transferred to the MSC MUNDRA.

6. Upon arrival at Ropa’s warehouse in McAllen, TX, the container was observed with black oily substance oozing out of the lower part of the door and under side of the container. Upon opening the container, the bales of used clothing were found to be contaminated with the black oil and the odor of the oil.

7. As a result of the damaged condition of the cargo, Ropa suffered the following damages:

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| 1. Total Loss of Cargo | \$143,300.00 |
| 2. Custom Goods Inspection | \$4,589.25 |
| 3. Straight Forward CHB | \$875.52 |
| 4. Best Ways Carriers (trucker) | \$6,450.00 |
| 5. Labor to Unload Container | \$950.00 |
| 6. RGV Junk Removal | \$6,800.00 |
| 7. MAS Marine Services, LLC | \$1,995.00 |
| Total Claim | \$164,959.77 |


8. MSC breached its obligation under the Carriage of Goods by Sea Act by failing to deliver the used clothing in the same good order and condition as when it received the used clothing at the load port.

9. MSC is liable to Ropa for \$164,959.77.

WHEREFORE, Plaintiff Ropa American LLC prays for judgment against Defendant MSC Mediterranean Shipping Company in the amount of \$164,959.77, plus interest at the legal rate until paid, together with reasonable and necessary attorneys' fees and plus costs of the Court and that Plaintiff be granted such other and further relief as may be just.

Dated: New York, NY
August 9, 2023

Nicoletti Hornig & Sweeney

By: 
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